

Francisco J. Moran,)	
)	
Plaintiff,)	
)	Judge Gettleman
v.)	
)	Case No. 13 C 7730
Transport Workers Union of America, AFL-CIO,)	
Air Transport Local 512; and)	
American Airlines, Inc.,)	
)	
Defendants.)	

Defendant Transport Workers Union of America, AFL-CIO, Air Transport Local 512 (“TWU”), by and through its attorneys, Dowd, Bloch & Bennett, hereby respectfully moves the Court for a judgment for costs. In support of this motion, TWU states as follows:

2. Plaintiff filed a Motion for to Object to Defendants’ Bill of Costs [sic] (“Objection” [Docket No. 104]). In the Objection, Plaintiff made two arguments.

3. First, Plaintiff objected that TWU had failed to provide the number of pages for the depositions taken on July 3, 2014 and October 18, 2014. (Those depositions were of Plaintiff by TWU and co-defendant American Airlines, Inc. (“AA”), respectively.) At a hearing on August 27, 2015, the Court directed counsel for Defendants to provide documentation of the number of pages to resolve this objection. By email on August 27, 2015, counsel for AA provided Plaintiff with invoices showing that the number of pages from the depositions were 426 and 129, respectively

(email and invoices attached as Exhibit A). For the relevant period, the permissible maximum per-page rate was \$3.65 (Maximum Transcript Rates attached as Exhibit B), so the costs claimed are appropriate as follows:

- (a) **July 3, 2014 Deposition:** TWU's invoice showed \$2,021.74 for a 426 page transcript. TWU requests a judgment for \$1,554.90, representing \$3.65 for 426 pages, for the cost of this transcript.
- (b) **October 18, 2014 Deposition:** TWU's invoice showed \$455.05 for a 129 page transcript. TWU requests a judgment for \$455.05, representing less than \$3.65 for 129 pages, for the cost of this transcript.

4. Second, Plaintiff contended it would be "inequitable" for TWU and AA to each claim the cost of the transcripts of the other three depositions taken in the case (Objection ¶8). Plaintiff cited no authority for this supposed inequity. In fact, the authority is to the contrary. "*Each prevailing party is entitled to reimbursement for one original of each deposition transcript it ordered and one copy of that transcript, at the [then-prevailing] maximum rate of \$ 3.00 per page for the original and \$ 0.75 per page for the copy.*" *In re Brand Name Prescription Drugs Antitrust Litig.*, No. 94 C 897, 1999 WL 759472 at *4, 1999 U.S. Dist. LEXIS 14705 at *13 (N.D. Ill. Aug. 31, 1999) (emphasis in original). Accordingly, Plaintiff's objection is contrary to the law and should be overruled. TWU further notes that Plaintiff's objection acknowledges that Plaintiff must pay either AA or TWU, but to TWU's knowledge Plaintiff has paid nothing to either defendant.

5. Under 28 U.S.C. § 1920, a judge may tax costs and any costs allowed shall be "included in the judgment." TWU's costs of transcript fees as stated above and in TWU's bill of costs [Docket No. 100] are allowable under 28 U.S.C. § 1920(2). Because Plaintiff has failed to pay those costs, TWU requests a monetary judgment against Plaintiff for that amount, enforceable pursuant to the Federal Rules of Civil Procedure and the practice and procedure of the Illinois law

of execution of judgments.

WHEREFORE, Defendant Transport Workers Union of America, AFL-CIO, Air Transport Local 512 requests that the Court enter a monetary judgment of \$3,764.35 against Plaintiff Francisco J. Moran, in the form of the attached proposed judgment order or otherwise.

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October 7, 2015

Respectfully submitted,

/s/ Josiah A. Groff
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Union of America, AFL-CIO, Air Transport
Local 512